

ENQUIRY ENXXXXX-XXX

FOR

KOUVOLA B FUEL GOVERNOR UPGRADE FOR PGT10DLN GAS TUR-
BINE

KOMPA

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CALL FOR TENDER - RESTRICTED PROCEDURE

Gasum Oy, (hereinafter the "Buyer") ask you (hereinafter the "Seller") kindly to submit your final most competitive tender for the delivery of FG Upgrade for PFT10DLN Gas Turbine in accordance with this enquiry and attached appendices.

1. ENGINEER

Neste Jacobs works as an engineering consultant to the Buyer.

2. LANGUAGES

Language of the tender shall be English or Finnish.

3. SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS

Scope of supply shall be according to the attached Purchase Requisition No. 30600009_3-06A-00004 and other appendixes of this enquiry.

4. PROCUREMENT PROCEDURE

Procurement procedure is a restricted procedure following the published Contract Notice and the Act of Public Contracts in the water, energy, transport and postal services sectors, and Finnish statutes series No 1398/2016.

Decision Notice will be sent to all who have submitted the final quotation.

An audit and a reference visit will be arranged to successful Seller after the Decision Notice when necessary.

Contract award for KOMPA procurement will be made to the successful Seller after petition period of 14 days.

Final Contract preparation meeting will be arranged if necessary.

The procedure shall not involve Buyer in any obligation to award the contract. The Buyer shall as well have the right to terminate the procurement process partly or totally in case none of tenders correspond to Buyer's requirements or the conditions in overall become such, that the Buyer is not able to utilize the results of the process.

Sellers shall bear all costs associated with the preparation and submission of their tender, including tender presentation meetings, Contract preparation meeting, audit, site visits etc, and the Buyer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the quotation process.

5. ENQUIRY DOCUMENTS

In addition to this enquiry letter, the following documents are included:

1. Purchase Requisition 30600009_3-06A-00004
2. Pricing Form 3060009_3-02-00010
3. Contract draft xxx with appendixes xxx
4. Scoring and selection criteria 3060009_3-02-00011

6. CLARIFICATIONS AND AMENDMENTS OF ENQUIRY DOCUMENTS

Sellers requiring any clarification of the enquiry documents may notify the Buyer in writing by e-mail on April 17th, 2017 at the latest at Buyers e-mail address: anne.salminen@nestejacobs.com and Kirsi.korpela@gasum.fi

As a subject of the e-mail the Seller shall refer to "KOMPA Procurement".

The Buyer will respond for clarifications to all Sellers at the latest on April 20th 2017, including an explanation of the query, but without identifying the source.

At any time prior to the deadline for submission of final tenders, the Buyer may, for any reason, whether at its own initiative or in response to clarifications requested, to modify the enquiry documents by amendment. In order to afford reasonable time, in which to take the amendment into account in preparing their tenders, the Buyer may, at its discretion, to extend deadline for submission of final tenders.

The Sellers are responsible to take account asked clarifications, given responses and Buyer's amendments in their tender.

7. WILLINGNESS TO SUBMIT TENDER

Please confirm your willingness to submit tender on March 27th, 2017 at the latest by e-mail to anne.salminen@nestejacobs.com and Kirsi.korpela@gasum.fi

8. TERMS OF DELIVERY

Delivered At Place (DAP) Gasum Oy, Kiehuvantie 189, Kouvola, Finland, according to Incoterms 2010 including commissioning
The Supplier shall obtain at his own cost full insurance during the carriage of the goods to the point of destination.

9. PRICING

Prices are not allowed to be shown in technical material. Prices shall be given in tender pricing form; and, if necessary, in its appendices.

All prices shall be given in euro, excluding VAT.

Prices shall be fixed and firm during the contract period, not subject to any escalation, and shall include all costs and expenses for the seller's full and complete performance.

The Seller shall give the price for each proposed individual enhancement. Enhancements shall be described in separate document(s) including detailed scope and functionality

10. PRICING FORM

The Seller shall give its prices with attached Pricing Form 3060009_3-02-00010 as follows:

Kouvola Compressor station B:

- 1.1 System hardware
- 1.2 Application Software licenses
- 1.3 System Software licenses
- 1.4 System design and implementation

- 1.4.1 Project services
- 1.4.2 System design
- 1.4.3 System implementation (manufacturing, factory test)
- 1.4.4 Documentation

Optional prices

- 2.1. System commissioning at site (10 working days, incl. 2 separate visits)
- 2.2. Training at buyers premises (Daily Price including materials for 5 attendees)
- 2.3. Recommended spare parts four (4) years continuous operation
- 2.4. Separate price for spare parts when ordered with the main equipment
- 2.5. Technical enhancements
- 2.6. Service Prices to separate persons (incl. accommodation) kts. pohjaa + additional 5 % (invoicing fee)

OPTIONAL FG TO IMATRA C (identical):

Optionally an identical FG system for a similar compressor unit located in Imatra Compressor Station C shall be included in the Tender. Prices shall be given with the Pricing Form as Kouvola B.

Instructions when filling in pricing form:

Fill unit prices in the cells, which are coloured with yellow.

The Seller shall give the price for each proposed individual enhancement. Enhancements shall be described in separate document(s) including detailed scope and functionality

11. TENDER DOCUMENTS

The content of the tender shall be in accordance with enquiry documents and shall include all documents and information requested.

As a minimum, the following separate documents shall be included in the tender:

1. Tender letter
2. Pricing in accordance with pricing form 3060009_3-02-00010
3. Technical description (max. 30 pages excluding appendices) for KOMPA in accordance with purchase requisition 30600009_3-06A-00004
4. Review of compliance as a list comparing enquiry and tender documents (Purchase requisition 30600009_3-06A-00004)
5. Preliminary quality assurance plan (chapter 5.2.4 in purchase requisition)
6. Preliminary implementation plan (chapter 6 in purchase requisition)
7. Implementation schedule (chapter 6.4.2 in purchase requisition)

8. Preliminary organization plan and CV's of key personnel to be assigned to the project
9. Preliminary list of sub-suppliers/-contractors
10. Lifetime support and development services, including proposed service models and contract drafts (incorporating requirements noted in purchase requisition and its appendices) and lifetime support and development organisation (chapter 10 in purchase requisition)
11. Itemised price list of recommended spare part for four (4) years continuous operation.
12. Seller's license policy and terms and conditions (chapter 4.3 in purchase requisition)
13. Unit prices for equipment and application program items
14. Daily/hourly rates shall be given for project-, installation-, commissioning-, start-up and maintenance services; such as project management, engineering and field services. Accommodation and travelling (economy) at cost +5% as administration fee, living expenses to be covered by daily allowance, which shall be given separately.

The tender shall not include Seller's own terms and conditions.

Submission of final tender will imply that the Seller accepts all terms and conditions set out in enquiry documents.

Any deviations to enquiry documents or its appendixes are to be noted on separate pages or directly into the document in question and returned with the tender.

12. VALIDITY OF TENDERS

Tenders for Kouvola B shall remain valid until the end of July, 2017. Prices shall be valid until Final Acceptance Test has been successfully completed.

Options for Imatra C shall be valid for the 3.

13. COMPLIANCE WITH APPLICABLE REGULATIONS AND LAWS

The manufacturer is responsible for that equipment fulfill valid laws, regulations, rules and directives.

The Seller is liable for its and its sub-supplier's/contractor's compliance with all applicable laws, regulations and work safety regulations valid in Finland or the Seller's / Contractor's country; including

- Finnish Posted Workers Act (Finlex 1146/1999 and EU directive 96/71/EC) - if working exceeds 14 days (in total), the posting company must have in Finland a representative, who is authorized to act for the company posting the worker in a court of law and to receive on behalf of this company writs of summons and other documents issued by authorities.

14. SUBMISSION OF TENDER

Tender marked with enquiry number ENxxx + Kompa procurement shall be submitted by e-mail to

Kirsi.korpela@gasum.fi and tero.tikka@gasum.fi, and copy to anne.salminen@nestejacobs.com

Addresses:

Gasum Oy
Kiehuvantie 189
FI-45100 Kouvola
Finland
For the attention of Mrs Kirsi Korpela and Mr. Tero Tikka
Copy to

Neste Jacobs Oy
POB 310
FI-06101 Porvoo
Finland
For the attention of Mrs Anne Salminen

15. REJECTIONS OF TENDERS

The Buyer has the responsibility to reject the tender if

- The tender has not been received by closing time
- Tender does not fill substantial parts of enquiry documents
- Tender do not comply with enquiry documents

16. PUBLICITY OF TENDER DOCUMENTS AND INFORMATION

As a rule, tender documents shall become in public domain to all parties involved after the Contract decision in accordance applicable laws.

Sellers shall indicate clearly in their tender documents, which parts they keep strictly confidential as a trade secret or proprietary information or separate such documents from the other documentation. However, prices used for the selection cannot be such a trade secret or proprietary information.

17. TENDER OPENING

Sellers are not authorised to be present at the opening of tenders.

18. SELECTION CRITERIA FOR FINAL SELLER

The Buyer will select the most economically advantageous tender in accordance with criteria and weighting as indicated in scoring and selection document 3060009_3-02-00011

19. DECISION NOTICE

The Buyer will send a decision notice to all Sellers who have submitted final tender.

Neste Jacobs Oy / Anne Salminen

23.2.2017

20. AUDITS

The Buyer is entitled to make an audit to successful Seller's facilities and a visit to a reference site before Contract Award.

In the event that an audit discloses non-compliance by the Seller which might have been affected to the Decision Notice, the Buyer has the right reject Seller's tender and to make revised Contract Notice, thus to award the Contract to another Seller.

Gasum Oy

Tero Tikka
Project Manager

ENCL. Purchase Requisition 30600009_3-06A-00004
Pricing Form 3060009_3-02-00010
Contract draft xxx with appendices xxx
Scoring and selection criteria 3060009_3-02-00011